

[\*Nolder v. Raymond Kaiser Engineers, Inc.\*](#), 84-ERA-5 (Sec'y Feb. 27, 1990)

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U.S. DEPARTMENT OF LABOR

SECRETARY OF LABOR  
WASHINGTON, D.C.

DATE: February 27, 1990  
CASE NO. 84-ERA-5

IN THE MATTER OF

SHERILL J. NOLDER,  
COMPLAINANT,

v.

RAYMOND KAISER ENGINEERS, INC.,  
RESPONDENT.

BEFORE: THE SECRETARY OF LABOR

ORDER TO SHOW CAUSE

The parties have complied with my order of August 2, 1989. Complainant's counsel, by letter of August 21, 1989, has submitted the specific amount received by complainant in satisfaction of her claims against Respondent, including her claim in the above-captioned case which arises under the Energy Reorganization Act of 1974, as amended (ERA), 42 U.S.C. § 5851 (1982). Respondent's counsel, by letter dated August 29, 1989, has certified that Respondent consented to the terms and conditions set forth in the document entitled "Release", which was signed by Complainant on August 3, 1988.

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The terms of the Release encompass matters arising under other laws than the ERA. Release at 1-2. My authority over settlement agreements is limited to matters arising under statutes within my jurisdiction. *See Polizzi v. Gibbs & Hill*, Sec. Order, July 18, 1989, slip op. at 9 (order appended). *Aurich v. Consolidate Edison Company of New York Inc.*, Case No. 86-CAA-2, Sec. Order Approving Settlement, July 29, 1987; *Chase v. Buncombe County, N.C.*, Case No. 85-SWD-4, Sec. Decision and Order on Remand,

November 3, 1986. Accordingly, I have limited my review of the Release to determining whether its terms and conditions are a fair, adequate and reasonable settlement of Complainants' claim arising under the ERA. Except as described below I find the provisions of the Release to be fair, adequate and reasonable.

In the Release, at 4, Complainant agrees that "except as required by law, she will not participate in, aid, abet, support, encourage, or assist any other claims that may be brought against Kaiser or Raymond and/or the officers, directors, employees, attorneys, agents, successors, assigns, or insurers of any of them." This provision, among other things, prohibits Complainant from voluntarily cooperating with or assisting any state or federal agency, including the Department of Labor and the Nuclear Regulatory Commission, in the investigation and prosecution of federal and other laws. I held in *Polizzi*, slip op. at 5-8, that provisions which have the effect of restricting the administration and enforcement of law are against public policy. Accordingly, and for the reasons set forth in *Polizzi*, I find that the quoted language of the instant Release is void and thus unenforceable.

There is nothing in the Release or elsewhere in the record which enables me to determine whether the Respondent, the party in whose favor the void provision runs, intended to agree to the other provisions of the settlement if the provision, which I have found to be void, is severed. Accordingly, the Respondent is ORDERED to show cause, within 30 days of receipt of this order, why the provision of the settlement, which is void, should not be severed and the remainder of the agreement approved, and the case be dismissed with prejudice. See Release at 5.

SO ORDERED.

ELIZABETH DOLE  
Secretary of Labor

Washington, D.C.